

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case
19-CA-260601Date Filed
5/19/2020**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Allan Bros. Fruit, Inc.		b. Tel. No. (509) 653-2625
		c. Cell No. (509) 895-0065
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 31 Allan Rd. Natches, WA 98937	e. Employer Representative Sarah L. Wixon	g. e-mail sarah.wixson@stokeslaw.com
		h. Number of workers employed 350
i. Type of Establishment (factory, mine, wholesaler, etc.) Fruit Packing	j. Identify principal product or service Fruit	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(1) and 8(a)(3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

See attachment.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Trabajadores Unidos por la Justicia

4a. Address (Street and number, city, state, and ZIP code) c/o FUJ PO Box 1206 Burlington, WA 98233	4b. Tel. No. (360) 920-7215
	4c. Cell No. (360) 920-7215
	4d. Fax No.
	4e. e-mail fuj@qwestoffice.net

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**6. DECLARATION**

I declare that I have read the above charge and that the statements
are true to the best of my knowledge and belief.

s/Lori Jordan Isley

Lori Jordan Isley, Attorney

(signature of representative or person making charge)

(Print/type name and title or office, if any)

Columbia Legal Services

Address 6 S. 2nd Street, Suite 600, Yakima, WA 98901

Date 05/19/2020

Tel. No.
(509) 575-5593 EXT: 217

Office, if any, Cell No.

Fax No.

e-mail
Lori.Isley@ColumbiaLegal.org**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

2. Basis of the Charge:

Within the last six months the Employer interfered, restrained and coerced employees in the exercise of their Section 7 rights by:

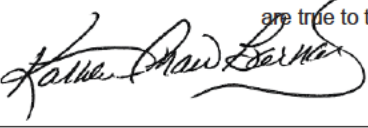
- (1) interrogating workers in a coercive manner about protected concerted activities,
- (2) threatening employees that they would be disciplined or fired if they engaged in protected concerted activities;
- (3) singling out particular employees for one on one conversations with supervisors who promised each employee benefits for workers to dissuade them from engaging in a work stoppage;
- (4) raising wages for employees to dissuade them from engaging in a work stoppage and to encourage those withholding their work to stop engaging in concerted activity; and
- (5) by terminating the employment of an employee who provided water to employees engaged in work stoppage.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**FIRST AMENDED CHARGE
AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
Case 19-CA-260601	Date Filed 2/8/2021

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer Allan Bros., Inc.		b. Tel. No. (509) 653-2625	
		c. Cell No. (509) 895-0065	
d. Address (Street, city, state, and ZIP code) 31 Allan Rd Naches, WA 98937		e. Employer Representative Sarah L. Wixson	
		f. Fax No.	
		g. e-mail sarah.wixson@stokeslaw.com	
		h. Number of workers employed 500	
i. Type of Establishment (factory, mine, wholesaler, etc.) Fruit Packing		j. Identify principal product or service Fruit	
The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and 8(a)(3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Within the last six months the Employer interfered, restrained and coerced employees in the exercise of their Section 7 rights by threatening employees that they would be disciplined or fired if they engaged in protected concerted activities.			
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Trabajadores Unidos por la Justicia			
4a. Address (Street and number, city, state, and ZIP code) TUJ c/o (b) (6), (b) (7)(C) PO Box 9512 Yakima, WA 98902		4b. Tel. No.	
		4c. Cell No. (509) 424-1655	
		4d. Fax No.	
		4e. e-mail	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)			
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.  (signature of representative or person making charge) Barnard Iglitzin & Lavitt LLP 18 West Mercer St., Ste. 400 Seattle, WA 98119 Address _____		Tel. No. (206) 257-6002 Office, if any, Cell No. Fax No. (206) 378-4132 e-mail barnard@workerlaw.com	
Kathleen P. Barnard, Attorney (Print/type name and title or office, if any)		Date 02/08/2021	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 19-CA-267449	Date Filed 10/9/2020

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Allan Bros. Fruit, Inc.		b. Telephone No. (509) 653-2625
		c. Case No. (509) 895-0065
		f. Fax No.
d. Address (Street city state and ZIP code) 31 Allan Rd. Naches, WA 98937	e. Employer Representative Sarah L. Wixon	g. e-mail sarah.wixon@stokesaw.com
		h. Number of workers employed 500
		i. Type of Establishment (factory mine wholesaler etc.) Fruit Packing
		j. Identify principal product or service Fruit

The above named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (2) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since the filing by Trabajadores Unidos por la Justicia (TUJ) of a petition seeking to represent a unit of the employer's employees, the employer has interfered with and deprived TUJ officers access to the employer's property to provide information to other workers, has engaged in surveillance of the officers' protected concerted activity, including taking photographs of license plates and inquiring about the purpose of their presence on the property, and has engaged in harassing and threatening behavior including threatening to have TUJ officers removed from the property with the assistance of law enforcement.

3. Full name of party filing charge (if labor organization give full name including local name and number)
Trabajadores Unidos por la Justicia

4a. Address (Street and number city state and ZIP code) TUJ C/o (b) (6), (b) (7)(C) PO Box 9512 Yakima, WA 98902	4b. Telephone No.
	4c. Case No. 509-424-1655
	4d. Fax No.
	4e. e-mail

5. Full name of national or international labor organization of which it is an affiliate or constituent (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements
are true to the best of my knowledge and belief.

s/Alfredo Gonzalez

Alfredo Gonzalez, Attorney

(signature of representative or person making charge)

(Print/type name and title or office, if any)

Columbia Legal Services

Address 6 S. 2nd Street, Suite 600, Yakima, WA 98901

Date 10/09/2020

Telephone No.
509-575-5593 x. 210Office, if any, Case No.
512-461-5359Fax No.
509-555-4404e-mail
alfredo.gonzalez@columbialegal.org**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA) 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**FIRST AMENDED CHARGE
AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE

Case
19-CA-267449Date Filed
12/28/2020

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Allan Bros., Inc.		b. Tel. No. (509) 653-2625
		c. Cell No. (509) 895-0065
d. Address (Street, city, state, and ZIP code) 31 Allan Rd Naches, WA 98937	e. Employer Representative Sarah L. Wixson	f. Fax No.
		g. e-mail sarah.wixson@stokeslaw.com
		h. Number of workers employed 500
i. Type of Establishment (factory, mine, wholesaler, etc.) Fruit Packing	j. Identify principal product or service Fruit	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since the filing by Trabajadores Unidos por la Justicia (TUJ) of a petition seeking to represent a unit of the employer's employees, the employer has interfered with and deprived TUJ officers access to the employer's property to provide information to other workers, has engaged in surveillance of the officers' protected concerted activity, including taking photographs of license plates and inquiring about the purpose of their presence on the property, and has engaged in harassing and threatening behavior including threatening to have TUJ officers removed from the property with the assistance of law enforcement and summoning law enforcement to investigate TUJ officers' and volunteers' presence on and nearby the Employer's property.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Trabajadores Unidos por la Justicia

4a. Address (Street and number, city, state, and ZIP code)

TUJ
c/o (b) (6), (b) (7)(C)
PO Box 9512
Yakima, WA 98902

4b. Tel. No.

4c. Cell No.
(509) 424-1655

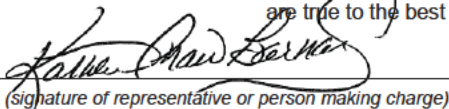
4d. Fax No.

4e. e-mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements
are true to the best of my knowledge and belief.


(signature of representative or person making charge)

Kathleen P. Barnard, Attorney

(Print/type name and title or office, if any)

Barnard Iglitzin & Lavitt LLP
18 West Mercer St., Ste. 400
Address Seattle, WA 98119

Date 12/28/2020

Tel. No.
(206) 257-6002

Office, if any, Cell No.

Fax No.
(206) 378-4132e-mail
barnard@workerlaw.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

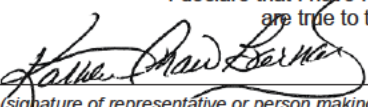
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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**SECOND AMENDED CHARGE
AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
Case 19-CA-267449	Date Filed 2/8/2021

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer Allan Bros., Inc.		b. Tel. No. (509) 653-2625	
		c. Cell No. (509) 895-0065	
d. Address (Street, city, state, and ZIP code) 31 Allan Rd Naches, WA 98937		e. Employer Representative Sarah L. Wixson	
		f. Fax No.	
		g. e-mail sarah.wixson@stokeslaw.com	
		h. Number of workers employed 500	
i. Type of Establishment (factory, mine, wholesaler, etc.) Fruit Packing		j. Identify principal product or service Fruit	
The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
<p>Since the filing by Trabajadores Unidos por la Justicia (TUJ) of a petition seeking to represent a unit of the employer's employees, the employer has interfered with and deprived TUJ officers access to the employer's property to provide information to other workers, has engaged in surveillance of the officers' protected concerted activity, including taking photographs of license plates, and has engaged in harassing and threatening behavior including threatening to have TUJ officers removed from the property with the assistance of law enforcement and summoning law enforcement to investigate TUJ officers' presence on and nearby the Employer's property.</p>			
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Trabajadores Unidos por la Justicia			
4a. Address (Street and number, city, state, and ZIP code) TUJ c/o (b) (6), (b) (7)(C) PO Box 9512 Yakima, WA 98902		4b. Tel. No.	
		4c. Cell No. (509) 424-1655	
		4d. Fax No.	
		4e. e-mail	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)			
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (206) 257-6002	
 (signature of representative or person making charge)		Office, if any, Cell No.	
Kathleen P. Barnard, Attorney (Print/type name and title or office, if any)		Fax No. (206) 378-4132	
Barnard Iglitzin & Lavitt LLP 18 West Mercer St., Ste. 400 Address Seattle, WA 98119		e-mail barnard@workerlaw.com	
Date 02/08/2021			

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case
19-CA-268891Date Filed
11/11/2020

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer ALLAN BROS INC.,		b. Tel. No. (509) 653-2625
		c. Cell No. (509) 895-0065
d. Address (Street, city, state, and ZIP code) 31 Allan Rd Naches, WA 98937	e. Employer Representative Sarah L. Wixson	f. Fax No.
		g. e-mail sarah.wixson@stokeslaw.com
		h. Number of workers employed 500
i. Type of Establishment (factory, mine, wholesaler, etc.) Fruit Packing	j. Identify principal product or service Fruit	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections **(1)** of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the last six months, the employer interfered with employees' protected concerted activities by informing employees that it would be futile for them to elect a union to represent them because the employer would not comply with its obligation to negotiate in good faith with a union elected by the employees.

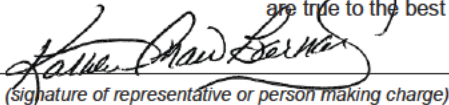
3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Trabajadores Unidos por la Justicia

4a. Address (Street and number, city, state, and ZIP code) TUJ c/o (b) (6), (b) (7)(C) PO Box 9512 Yakima, WA 98902	4b. Tel. No.
	4c. Cell No. (509) 424-1655
	4d. Fax No.
	4e. e-mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements
are true to the best of my knowledge and belief.


(signature of representative or person making charge)**Kathleen P. Barnard, Attorney**

(Print/type name and title or office, if any)

Barnard Iglitzin & Lavitt LLP
18 West Mercer St., Ste. 400
Address **Seattle, WA 98119**Date **11/11/2020**Tel. No.
(206) 257-6002

Office, if any, Cell No.

Fax No.
(206) 378-4132e-mail
barnard@workerlaw.com**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case
19-CA-271365Date Filed
1/13/2021**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer ALLAN BROS INC.,		b. Tel. No. (509) 653-2625
		c. Cell No. (509) 895-0065
d. Address (Street, city, state, and ZIP code) 31 Allan Rd Naches, WA 98937	e. Employer Representative Sarah L. Wixson	f. Fax No.
		g. e-mail sarah.wixson@stokeslaw.com
		h. Number of workers employed 500
i. Type of Establishment (factory, mine, wholesaler, etc.) Fruit Packing	j. Identify principal product or service Fruit	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections **(1)** of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

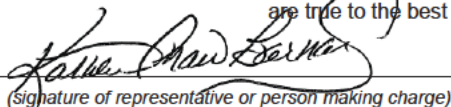
Within the last six months the Employer has instructed employees that they were not allowed to talk about **Trabajadores por la Justicia** while working.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Trabajadores Unidos por la Justicia

4a. Address (Street and number, city, state, and ZIP code) TUJ c/o (b) (6), (b) (7)(C) PO Box 9512 Yakima, WA 98902	4b. Tel. No.
	4c. Cell No. (509) 424-1655
	4d. Fax No.
	4e. e-mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**6. DECLARATION**

I declare that I have read the above charge and that the statements
are true to the best of my knowledge and belief.


(signature of representative or person making charge)**Kathleen P. Barnard, Attorney**
(Print/type name and title or office, if any)**Barnard Iglitzin & Lavitt LLP**
18 West Mercer St., Ste. 400
Address **Seattle, WA 98119**Date **1/13/2021**Tel. No.
(206) 257-6002

Office, if any, Cell No.

Fax No.
(206) 378-4132e-mail
barnard@workerlaw.com**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 19-CA-271366	Date Filed 1/13/2021

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer ALLAN BROS INC.,	b. Tel. No. (509) 653-2625
	c. Cell No. (509) 895-0065
d. Address (Street, city, state, and ZIP code) 31 Allan Rd Naches, WA 98937	e. Employer Representative Sarah L. Wixson
	f. Fax No.
	g. e-mail sarah.wixson@stokeslaw.com
	h. Number of workers employed 500
i. Type of Establishment (factory, mine, wholesaler, etc.) Fruit Packing	j. Identify principal product or service Fruit
The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)	
Within the last month the Employer terminated the employment of employee (b) (6), (b) (7)(C) in retaliation against protected concerted activity.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Trabajadores Unidos por la Justicia	
4a. Address (Street and number, city, state, and ZIP code) TUJ c/o (b) (6), (b) (7)(C) PO Box 9512 Yakima, WA 98902	4b. Tel. No.
	4c. Cell No. (509) 424-1655
	4d. Fax No.
	4e. e-mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
 (signature of representative or person making charge)	Kathleen P. Barnard, Attorney (Print/type name and title or office, if any)
Barnard Iglitzin & Lavitt LLP 18 West Mercer St., Ste. 400 Address Seattle, WA 98119	Tel. No. (206) 257-6002
	Office, if any, Cell No.
	Fax No. (206) 378-4132
	e-mail barnard@workerlaw.com
Date 1/13/2021	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**AMENDED CHARGE AGAINST
EMPLOYER**

DO NOT WRITE IN THIS SPACE	
Case 19-CA-271366	Date Filed 3/26/2021

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer ALLAN BROS INC.,		b. Tel. No. (509) 653-2625
		c. Cell No. (509) 406-1996
d. Address (Street, city, state, and ZIP code) 31 Allan Rd Naches, WA 98937	e. Employer Representative Sarah L. Wixson	f. Fax No. (509) 653-1935
		g. e-mail sarah.wixson@stokeslaw.com
		h. Number of workers employed 500
i. Type of Establishment (factory, mine, wholesaler, etc.) Fruit Packing	j. Identify principal product or service Fruit	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections **(1) and (3)** of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

The above Employer discriminated against its employee **(b) (6), (b) (7)(C)** by sending **(b) (6), (b) (7)(C)** home without pay and/or suspending **(b) (6), (b) (7)(C)** on about **(b) (6), (b) (7)(C)** 2020, and then terminating **(b) (6), (b) (7)(C)** employment on about **(b) (6), (b) (7)(C)**, 2021, in retaliation for **(b) (6), (b) (7)(C)** protected concerted and/or union activity and in order to discourage such activities.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

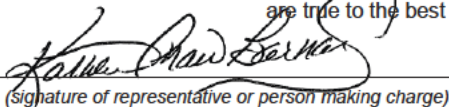
Trabajadores Unidos por la Justicia

4a. Address (Street and number, city, state, and ZIP code) TUJ c/o (b) (6), (b) (7)(C) PO Box 9512 Yakima, WA 98902	4b. Tel. No. (509) 424-1655
	4c. Cell No. (509) 424-1655
	4d. Fax No.
	4e. e-mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.


(Signature of representative or person making charge)

Kathleen P. Barnard, Attorney
(Print/type name and title or office, if any)

Barnard Iglitzin & Lavitt LLP
18 West Mercer St., Ste. 400
Address **Seattle, WA 98119**

Date **3/26/2021**

Tel. No. (206) 257-6002
Office, if any, Cell No.
Fax No. (206) 378-4132
e-mail barnard@workerlaw.com

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

ALLAN BROS., INC.

and

**TRABAJADORES UNIDOS POR
LA JUSTICIA**

**Cases 19-CA-260601
 19-CA-267449
 19-CA-268891
 19-CA-271365

 19-RC-265331**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND NOTICE OF
HEARING AND ORDER FURTHER CONSOLIDATING CASES FOR HEARING**

Pursuant to § 102.33 of the Rules and Regulations of the National Labor Relations Board (the “Board”) and to avoid unnecessary costs or delay, **IT IS ORDERED THAT** Cases 19-CA-260601, 19-CA-267449, 19-CA-268891, and 19-CA-271365, which are based on charges filed by Trabajadores Unidos por la Justicia (“Union”) against Allan Bros., Inc. (“Respondent”), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, based on these charges, is issued pursuant to § 10(b) of the National Labor Relations Act (the “Act”), 29 U.S.C. § 151 *et seq.*, and § 102.15 of the Board’s Rules and Regulations, and alleges Respondent has violated the Act as described below.

A Regional Director’s Decision and Order Directing Hearing in Case 19-RC-265331, in which Respondent and the Union are both parties, issued on February 26, 2021, directing a hearing on objections filed by the Union.

IT IS FURTHER ORDERED that, pursuant to § 102.33 of the Board’s Rules, Cases 19-CA-260601, 19-CA-267449, 19-CA-268891, and 19-CA-271365 and Case 19-RC-265331 are further consolidated for the hearing, ruling, and decision by an

administrative law judge and that, thereafter, Case 19-RC-265331 shall be transferred to and continue before the Board in Washington, DC, and that the provisions of §§ 102.46 and 102.69(e) of the Board's Rules shall govern the filing of exceptions.

1.

(a) The charge in Case 19-CA-260601 was filed by the Union on May 19, 2020, and a copy was served on Respondent by U.S. mail on about May 20, 2020.

(b) The amended charge in Case 19-CA-260601 was filed by the Union on February 8, 2021, and a copy was served on Respondent by U.S. mail on about February 9, 2021.

(c) The charge in Case 19-CA-267449 was filed by the Union on October 9, 2020, and a copy was served on Respondent by U.S. mail on about October 13, 2020.

(d) The first amended charge in Case 19-CA-267449 was filed by the Union on December 28, 2020, and a copy was served on Respondent by U.S. mail on about that date.

(e) The second amended charge in Case 19-CA-267449 was filed by the Union on February 8, 2021, and a copy was served on Respondent by U.S. mail on about February 9, 2021.

(f) The charge in Case 19-CA-268891 was filed by the Union on November 11, 2020, and a copy was served on Respondent by U.S. mail on about November 12, 2020.

(g) The charge in Case 19-CA-271365 was filed by the Union on January 13, 2021, and a copy was served on Respondent by U.S. mail on about January 14, 2021.

2.

(a) At all material times, Respondent, a State of Washington corporation with an office and place of business in Naches, Washington ("facility"), has been engaged in the business of packing and shipping fruit.

(b) In conducting its operations described above in paragraph 2(a) during the past 12 months, which is a representative period of time, Respondent derived gross revenue in excess of \$500,000.

(c) In conducting its operations described above in paragraph 2(a) during the past 12 months, which is a representative period of time, Respondent purchased and received goods valued in excess of \$50,000 from points directly outside the State of Washington.

(d) At all material times, Respondent has been an employer engaged in commerce within the meaning of §§ 2(2), (6), and (7) of the Act.

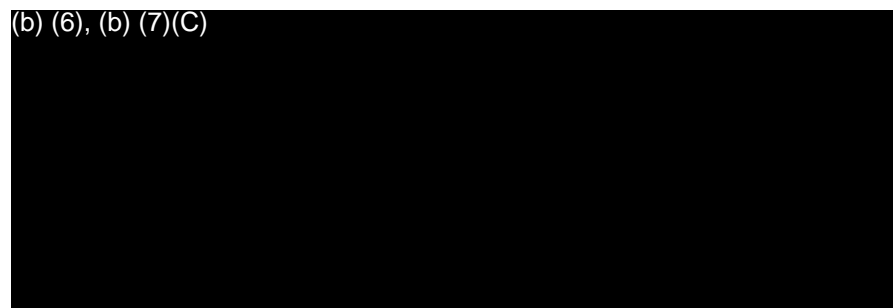
3.

At all material times, the Union has been a labor organization within the meaning of § 2(5) of the Act.

4.

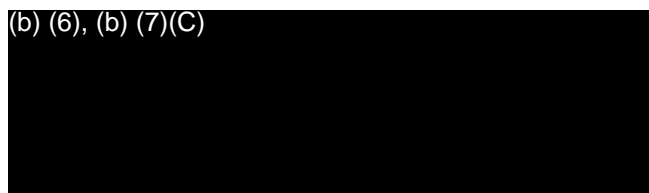
(a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of § 2(11) of the Act, acting on Respondent's behalf:

(b) (6), (b) (7)(C)



(b) At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of Respondent within the meaning of § 2(13) of the Act, acting on Respondent's behalf:

(b) (6), (b) (7)(C)

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5.

On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, threatened its employees with termination if they continued to pay attention to employees engaged in a strike due to working conditions during the COVID-19 pandemic.

6.

(a) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, denied its off-duty employees access to parking lots and other outside nonworking areas.

(b) On or about (b) (6), (b) (7)(C) 2020, Respondent, by security guard (b) (6), (b) (7)(C) at the facility, prohibited off-duty employees from distributing Union information while in outside nonworking areas.

7.

(a) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, denied its off-duty employees access to parking lots and other outside nonworking areas.

(b) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, prohibited its off-duty employees from distributing Union information while in outside nonworking areas.

8.

(a) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, denied its off-duty employees access to parking lots and other outside nonworking areas.

(b) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, prohibited its off-duty employees from distributing Union information while in outside nonworking areas.

(c) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, threatened to call law enforcement on employees for distributing Union literature and/or for not leaving the parking lot while off-duty and in outside nonworking areas.

9.

(a) On or about (b) (6), (b) (7)(C), 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, denied its off-duty employees access to parking lots and other outside nonworking areas.

(b) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, by taking pictures of an employee's license plate at the entrance to the facility, engaged in surveillance of its employees engaged in Union activities and/or to discover their Union activities.

(c) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, threatened its employees that it would call law enforcement because they were engaging in Union activity while off-duty and in outside nonworking areas.

(d) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, called law enforcement because its employees were engaging in Union activity while off-duty and in outside nonworking areas.

10.

(a) On numerous dates better known to Respondent in (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) 2020, including but not limited on (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, by telling employees that wages are frozen during negotiations, informed its employees that it would be futile for them to select the Union as their bargaining representative.

(b) On numerous dates better known to Respondent in (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, prohibited its employees from talking about the Union during working time, while permitting employees to talk about other non-work subjects.

11.

By the conduct described above in paragraphs 6 through 10, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in § 7 of the Act in violation of § 8(a)(1) of the Act.

12.

The unfair labor practices of Respondent described above affect commerce within the meaning of §§ 2(6) and (7) of the Act.

WHEREFORE, as a remedy to the objections set forth in the the Order Directing Hearing and Notice of Hearing on Objections in Case 19-RC-265331, should a rerun election be ordered, the Notice to Employees should include the following language:

The election held by mail from November 24 through December 23, 2020, was set aside by mutual agreement of the parties based upon alleged objectionable conduct of the Employer that interfered with the employees' exercise of a free and reasoned choice. Therefore, a new election will be held in accordance with the terms of this Notice of Election. All eligible voters should understand that the National

Labor Relations Act, as amended, gives them the right to cast their ballots as they see fit and protects them in the exercise of this right, free from interference by any of the parties.

The Acting General Counsel seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to §§ 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Consolidated Complaint. The answer must be **received by this office on or before March 12, 2021**. Respondent must serve a copy of the answer on each of the other parties.


The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See § 102.21. If the answer is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the answer to a complaint is not a pdf file containing

the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Consolidated Complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT **at 9:00 a.m. on May 4, 2021**, in a location to be determined in or around Yakima, Washington, or via Zoom video teleconference, should the circumstances of the COVID-19 pandemic so require, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Consolidated Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Seattle, Washington, this 26th day of February, 2021.



Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
915 Second Ave., Suite 2948
Seattle, WA 98174

NATIONAL LABOR RELATIONS BOARD

Trabajadores Unidos por la Justicia,

Petitioner,

v.

Allan Bros. Inc.,

Respondent.

Case No.: 19-CA-260601
19-CA-267449
19-CA-268891
19-CA-271365

**ALLAN BROS., INC.'S
ANSWER TO CONSOLIDATED
COMPLAINT**

Respondent Allan Bros., Inc. ("Respondent") by and through the undersigned attorney of record, submits the following as its Answer to Consolidated Complaint by Petitioner Trabajadores Unidos por la Justicia.

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. Denied. (b) (6), (b) (7)(C) did not threaten employees with termination if they paid attention to employees engaged in the strike. (b) (6), (b) (7)(C) has never fired an employee and has never threatened to fire an employee.

1 6. Admitted in part. Restrictions to access by off-duty employees was based upon
2 business necessity and compliance with rules and regulations implemented to protect
3 essential workers from COVID-19.

4 On March 15, 2020, in response to COVID-19, Allan Bros. enacted a Restricted
5 Visitor Policy. The policy closed the campus and limited access to only essential
6 personnel. On March 23, 2020, Governor Inslee issued Proclamation 20-25 entitled Stay
7 Home -Stay Healthy. The proclamation required non-essential businesses to cease
8 operations no later than midnight on March 25, 2020. Workers in the food supply chain,
9 including Allan Bros. employees were allowed to continue to work, but non-essential
10 activities were at Allan Bros. and around the state were curtailed. On or about March 31,
11 2020 Allan Bros. issued a new policy to screen workers for COVID symptoms prior to
reporting to work. Under the policy, all employees reporting to work were screened prior
to entering the facility entrance.

12 In May 2020, the State of Washington implemented Agricultural COVID-19
13 Requirements which applied to packing houses as well as farms. The requirements in
relevant part are as follows:

14 At the beginning of each day, employers must conduct a temperature check
15 and review the symptom checklist with employees concerning themselves
and their households.

16 Employers. . . must ensure physical distancing of six feet or more during all
17 interactions within the scope of employment. When strict physical distancing is not
18 feasible for a specific task, other prevention measures, such as more protective
PPE, barriers, and negative pressure ventilation, are required.

19 The immediate shutdown, deep cleaning, and disinfecting of all areas where
20 a symptomatic employee was present.

21 Immediate notice to employees who worked in close proximity of someone
22 who has tested positive for COVID-19 of possible exposure.
23
24

1 And for indoor work sites, employers are required to implement “[s]ufficient
2 administrative controls to reduce interactions in all circumstances where proximity is
3 unnecessary.”

4 Allan Bros. implemented a COVID-19 Response Plan designed in part to reduce
5 interactions where possible. Efforts to reduce interaction included staggering breaks and
6 lunches, requiring employees to remain on their designated shifts. They also implemented
7 a restricted visitor policy. The restricted visitor policy states that approved visitors
8 included “employees reporting to work” and visitors that are essential to business
9 operations must be listed on an “Approved Vendor” roster that is located at the entrance of
10 our checkpoint. Allan Bros. consulted with the Yakima County Health Department in
11 developing its COVID-19 Plan.

12 Under the plan, employees reporting to work must pass through a check point and
13 be screened for COVID-19 symptoms and have their temperature taken. Employees
14 reporting to work are also required to wear a vest and picture identification badge.

15 On or about (b) (6), (b) (7)(C) 2020, (b) (6), (b) (7)(C) saw a group of people gathered on
16 Allan Bros. property who had not passed through the COVID-19 screening protocol and
17 were not wearing a vest or picture identification badge. (b) (6), (b) (7)(C) asked them to move off the
18 property. No one identified themselves as an employee.

19 There had been a recent vehicular accident due to union organizers stopping or
20 blocking traffic near the entrance or exit of the facility. (b) (6), (b) (7)(C) told the people
21 that (b) (6), (b) (7)(C) was asking them to move due to the risk of additional traffic accidents. In addition,
22 RCW 46.61.570 states that “No person shall stand or park a vehicle ...in front of a public
23 or private driveway or within five feet of the end of the curb radius leading thereto.” For
24 the safety of everyone involved and for business necessity, the people were asked to move.

7. Denied. Allan Bros. requires all employees to wear vests and identification
badges. (b) (6), (b) (7)(C) was not aware of the individuals’ status on (b) (6), (b) (7)(C), 2020 because
they were not wearing the appropriate identification. See also response set forth in detail
in paragraph 6.

1 8. Denied in part. See response set forth in paragraph 6. In addition, (b) (6), (b) (7)(C)
2 did not threaten to call the sheriff for distributing literature, rather the individuals were not
3 complying with (b) (6), (b) (7)(C) request to leave the area and (b) (6), (b) (7)(C) was aggressive in (b) (6), (b) (7)(C)
4 response.

5 9. Denied in part. In the pre-dawn hours, the security guard manning the COVID
6 screening area, (b) (6), (b) (7)(C), observed a black Chevy Silverado parked in a non-
7 designated parking area. (b) (6), (b) (7)(C) approached the driver and told (b) (6), (b) (7)(C) that due
8 to the accident a few weeks ago, the area was a no parking zone. (b) (6), (b) (7)(C) asked
9 (b) (6), (b) (7)(C) what (b) (6), (b) (7)(C) business was, and the (b) (6), (b) (7)(C) replied that (b) (6), (b) (7)(C) was “calling (b) (6), (b) (7)(C) friends.” (b) (6), (b) (7)(C)
10 (b) (6), (b) (7)(C) asked if the (b) (6), (b) (7)(C) had been present the morning before when (b) (6), (b) (7)(C) asked
11 a group of people to move across the street for safety reasons.

12 The (b) (6), (b) (7)(C) replied that (b) (6), (b) (7)(C) had been there the day before and would be there “the
13 day after that and the day after and the day after.” (b) (6), (b) (7)(C) again told (b) (6), (b) (7)(C) that
14 due to the prior accident, (b) (6), (b) (7)(C) would need to move (b) (6), (b) (7)(C) car to the other side of the road. The
15 (b) (6), (b) (7)(C) became verbally unresponsive and continued to text on (b) (6), (b) (7)(C) phone. (b) (6), (b) (7)(C)
16 (b) (6), (b) (7)(C) told the (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) would contact law enforcement if (b) (6), (b) (7)(C) was not
17 compliant in ten minutes.

18 After ten minutes, the vehicle had not moved and (b) (6), (b) (7)(C) contacted law
19 enforcement. At this point another vehicle arrived and parked across the street with their
20 hazard lights on. The unidentified (b) (6), (b) (7)(C) pulled (b) (6), (b) (7)(C) vehicle parallel to the newly
21 arrived car. The (b) (6), (b) (7)(C) then made a U-turn and entered the company property at the
22 checkpoint.

23 (b) (6), (b) (7)(C), unaware of the driver’s identity or intentions, took a picture of
24 the car’s license plate with (b) (6), (b) (7)(C) phone. At that point, the (b) (6), (b) (7)(C) stated, “I work here”
and identified (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) with a company picture identification badge and
vest. (b) (6), (b) (7)(C) asked why (b) (6), (b) (7)(C) did not identify himself as an employee earlier, and
(b) (6), (b) (7)(C) responded, “you didn’t ask.” (b) (6), (b) (7)(C) apologized for any
misunderstanding and stated that (b) (6), (b) (7)(C) was just doing (b) (6), (b) (7)(C) job.

1 (b) (6), (b) (7)(C) completed the COVID screening process with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)
2 (b) (6), (b) (7)(C) entered the facility. It was not apparent that (b) (6), (b) (7)(C) was engaged in union
3 activity. It was not apparent that (b) (6), (b) (7)(C) was an employee as (b) (6), (b) (7)(C) was not wearing (b) (6), (b) (7)(C)
4 badge or vest.

5 10. Denied.

6 a. The National Labor Relations Board repeatedly has found that employers that
7 unilaterally grant a wage increase prior to an impasse in collective bargaining, or absent
8 extenuating circumstances, engage in an unfair labor practice. When Allan Bros. gave
9 employees a pay increase due to their status as essential workers the Union filed an unfair
10 labor practice charge. As a practical matter, the Employer does not have any authority to
11 change wage structures during Union negotiations. (b) (6), (b) (7)(C) presentation was
12 designed to educate employees regarding these limitations. (b) (6), (b) (7)(C) presentation
13 further stated that the union and the company must “meet, talk, and listen”, but that there
14 is “no obligation to agree to anything.” This is a true statement of how a negotiation works
15 and not a message of futility.

16 b. Denied. Allan Bros. has a neutral non-solicitation policy, but has never
17 prohibited employees from merely talking about the union .

18 Respectfully submitted on this 12th day of March, 2021.

19 STOKES LAWRENCE
20 VELIKANJE MOORE & SHORE

21 By: Sarah Wixson
22 Sarah L. Wixson (WSBA # 28423)
23 Attorney for Respondent Allan Bros. Fruit, Inc.
24

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

ALLAN BROS., INC.

and

**Cases 19-CA-260601
 19-CA-267449
 19-CA-268891
 19-CA-271365
 19-CA-271366**

**TRABAJADORES UNIDOS POR
LA JUSTICIA**

19-RC-265331

**ORDER FURTHER CONSOLIDATING CASES, AMENDED
CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

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This Order Further Consolidating Cases, Amended Consolidated Complaint and Notice of Hearing (“Amended Consolidated Complaint”), based on these charges, is issued pursuant to § 10(b) of the National Labor Relations Act (the “Act”), 29 U.S.C. § 151 *et seq.*, and § 102.15 of the Board’s Rules and Regulations, and alleges Respondent has violated the Act as described below.

A Regional Director's Decision and Order Directing Hearing in Case 19-RC-265331, in which Respondent and the Union are both parties, issued on February 26, 2021, directing a hearing on objections filed by the Union.

IT IS FURTHER ORDERED that, pursuant to § 102.33 of the Board's Rules, Cases 19-CA-260601, 19-CA-267449, 19-CA-268891, 19-CA-271365, and 19-CA-271366 and Case 19-RC-265331 are further consolidated for the hearing, ruling, and decision by an administrative law judge and that, thereafter, Case 19-RC-265331 shall be transferred to and continue before the Board in Washington, DC, and that the provisions of §§ 102.46 and 102.69(e) of the Board's Rules shall govern the filing of exceptions.

1.

(a) The charge in Case 19-CA-260601 was filed by the Union on May 19, 2020, and a copy was served on Respondent by U.S. mail on about May 20, 2020.

(b) The amended charge in Case 19-CA-260601 was filed by the Union on February 8, 2021, and a copy was served on Respondent by U.S. mail on about February 9, 2021.

(c) The charge in Case 19-CA-267449 was filed by the Union on October 9, 2020, and a copy was served on Respondent by U.S. mail on about October 13, 2020.

(d) The first amended charge in Case 19-CA-267449 was filed by the Union on December 28, 2020, and a copy was served on Respondent by U.S. mail on about that date.

(e) The second amended charge in Case 19-CA-267449 was filed by the Union on February 8, 2021, and a copy was served on Respondent by U.S. mail on about February 9, 2021.

(f) The charge in Case 19-CA-268891 was filed by the Union on November 11, 2020, and a copy was served on Respondent by U.S. mail on about November 12, 2020.

(g) The charge in Case 19-CA-271365 was filed by the Union on January 13, 2021, and a copy was served on Respondent by U.S. mail on about January 14, 2021.

(h) The charge in Case 19-CA-271366 was filed by the Union on January 13, 2021, and a copy was served on Respondent by U.S. mail on about January 14, 2021.

(i) The amended charge in Case 19-CA-271366 was filed by the Union on March 26, 2021, and a copy was served on Respondent by U.S. mail on about March 29, 2021.

2.

(a) At all material times, Respondent, a State of Washington corporation with an office and place of business in Naches, Washington (“facility”), has been engaged in the business of packing and shipping fruit.

(b) In conducting its operations described above in paragraph 2(a) during the past 12 months, which is a representative period of time, Respondent derived gross revenue in excess of \$500,000.

(c) In conducting its operations described above in paragraph 2(a) during the past 12 months, which is a representative period of time, Respondent purchased and received goods valued in excess of \$50,000 from points directly outside the State of Washington.

(d) At all material times, Respondent has been an employer engaged in commerce within the meaning of §§ 2(2), (6), and (7) of the Act.

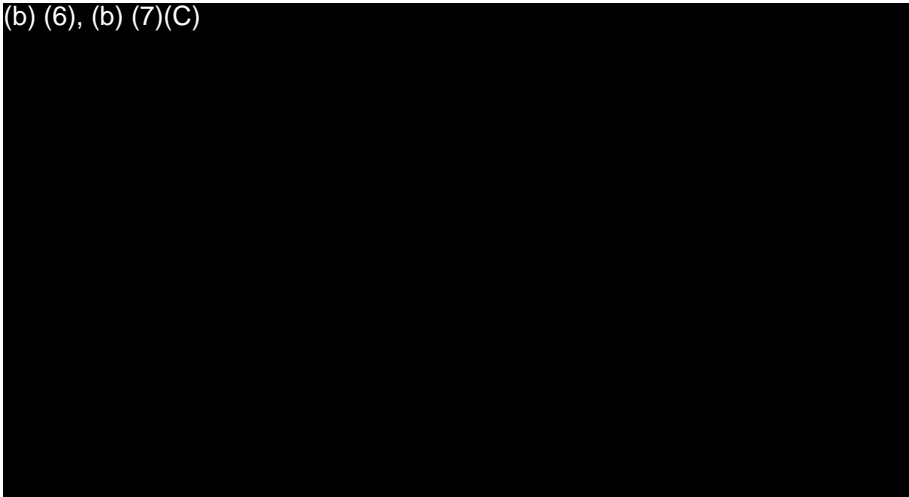
3.

At all material times, the Union has been a labor organization within the meaning of § 2(5) of the Act.

4.

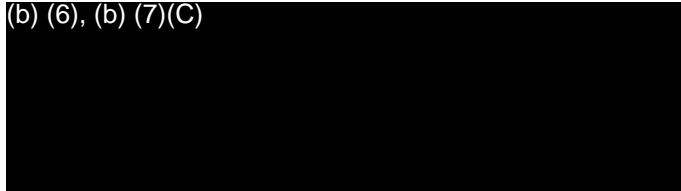
(a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of § 2(11) of the Act and/or agents of Respondent within the meaning of § 2(13) of the Act, acting on Respondent's behalf:

(b) (6), (b) (7)(C)



(b) At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of Respondent within the meaning of § 2(13) of the Act, acting on Respondent's behalf:

(b) (6), (b) (7)(C)



5.

On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, threatened its employees with termination if they continued to pay attention to

employees engaged in a strike due to working conditions during the COVID-19 pandemic.

6.

(a) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, denied its off-duty employees access to parking lots and other outside nonworking areas.

(b) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) at the facility, prohibited off-duty employees from distributing Union information while in outside nonworking areas.

7.

(a) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, denied its off-duty employees access to parking lots and other outside nonworking areas.

(b) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, prohibited its off-duty employees from distributing Union information while in outside nonworking areas.

8.

(a) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, denied its off-duty employees access to parking lots and other outside nonworking areas.

(b) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, prohibited its off-duty employees from distributing Union information while in outside nonworking areas.

(c) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, threatened to call law enforcement on employees for distributing Union literature and/or for not leaving the parking lot while off-duty and in outside nonworking areas.

9.

(a) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, denied its off-duty employees access to parking lots and other outside nonworking areas.

(b) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, by taking pictures of an employee's license plate at the entrance to the facility, engaged in surveillance of its employees engaged in Union activities and/or to discover their Union activities.

(c) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, threatened its employees that it would call law enforcement because they were engaging in Union activity while off-duty and in outside nonworking areas.

(d) On or about (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, called law enforcement because its employees were engaging in Union activity while off-duty and in outside nonworking areas.

10.

(a) On numerous dates better known to Respondent in (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) 2020, including but not limited on (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, by telling employees that wages are frozen during negotiations, informed its employees that it would be futile for them to select the Union as their bargaining representative.

(b) On numerous dates better known to Respondent in (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) at the facility, prohibited its employees from talking about the Union during working time, while permitting employees to talk about other non-work subjects.

11.

(a) On about (b) (6), (b) (7)(C) 2020, Respondent sent home and/or suspended its employee (b) (6), (b) (7)(C)

(b) In about the week of (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C), 2021, on an exact date better known to Respondent, Respondent discharged its employee (b) (6), (b) (7)(C)

(c) Respondent engaged in the conduct described above in paragraphs 11(a) and 11(b) because its employee (b) (6), (b) (7)(C) formed, joined, and/or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these or other Union and/or protected, concerted activities.

12.

By the conduct described above in paragraphs 6 through 10, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in § 7 of the Act in violation of § 8(a)(1) of the Act.

13.

By the conduct described above in paragraph 11, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of §§ 8(a)(1) and (3) of the Act.

The unfair labor practices of Respondent described above affect commerce within the meaning of §§ 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above, the Acting General Counsel seeks an order requiring that Respondent make (b) (6), (b) (7)(C) whole, including consequential damages, and reimburse (b) (6), (b) (7)(C) for all search-for-work and work-related expenses regardless of whether (b) (6), (b) (7)(C) received interim earnings in excess of these expenses, or at all, during any given quarter, or during the overall backpay period.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above, the Acting General Counsel seeks an order requiring that Respondent compensate (b) (6), (b) (7)(C) for any adverse tax consequences of receiving a lump sum-backpay award and to file a report with the Regional Director for Region 19 allocating the backpay award to the appropriate calendar years.

WHEREFORE, as a remedy to the objections set forth in the the Order Directing Hearing and Notice of Hearing on Objections in Case 19-RC-265331, should a rerun election be ordered, the Notice to Employees should include the following language:

The election held by mail from November 24 through December 23, 2020, was set aside by mutual agreement of the parties based upon alleged objectionable conduct of the Employer that interfered with the employees' exercise of a free and reasoned choice. Therefore, a new election will be held in accordance with the terms of this Notice of Election. All eligible voters should understand that the National Labor Relations Act, as amended, gives them the right to cast their ballots as they see fit and protects them in the exercise of this right, free from interference by any of the parties.

The Acting General Counsel seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to §§ 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Amended Consolidated Complaint. The answer must be **received by this office on or before May 11, 2021**. Respondent must serve a copy of the answer on each of the other parties.

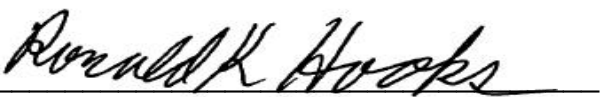
The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See § 102.21. If the answer is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer

on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Amended Consolidated Complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT at **9:00 a.m.** on **June 14, 2021**, in a location to be determined in or around Yakima, Washington, or via Zoom video teleconference, should the circumstances of the COVID-19 pandemic so require, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Amended Consolidated Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Seattle, Washington, this 27th day of April, 2021.


Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
915 Second Ave., Suite 2948
Seattle, WA 98174

Attachments

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing.

If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 19-CA-260601 et al

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

E-Service

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(b) (6), (b) (7)(C)

Trabajadores Unidos por La Justicia

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Yakima, WA 98909-0512

Email: (b) (6), (b) (7)(C)

FIRST CLASS MAIL

Trabajadores Unidos por la Justicia

PO Box 1206

Burlington, WA 98233-0680

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7 NATIONAL LABOR RELATIONS BOARD

8 Trabajadores Unidos por la Justicia,

9 Petitioner,

10 v.

11 Allan Bros. Inc.,

12 Respondent.

Case No.: 19-CA-260601

19-CA-267449

19-CA-268891

19-CA-271365

19-CA-271366

19-RC-265331

13 **ALLAN BROS., INC.'S ANSWER**
14 **TO AMENDED CONSOLIDATED**
15 **COMPLAINT**

16 Respondent Allan Bros., Inc. ("Respondent") by and through the undersigned
17 attorney of record, submits the following as its Answer to Amended Consolidated
18 Complaint by Petitioner Trabajadores Unidos por la Justicia.

19 1. Admitted.

20 2. Admitted.

21 3. Admitted.

22 4. a. Admitted.

23 b. Denied.

1 5. Denied. (b) (6), (b) (7)(C) did not threaten employees with termination if they
2 paid attention to employees engaged in the strike. (b) (6), (b) (7)(C) has never fired an
3 employee and has never threatened to fire an employee.

4 6. Admitted in part. Restrictions to access by off-duty employees was based upon
5 business necessity and compliance with rules and regulations implemented to protect
6 essential workers from COVID-19.

7 On March 15, 2020, in response to COVID-19, Allan Bros. enacted a Restricted
8 Visitor Policy. The policy closed the campus and limited access to only essential personnel.
9 On March 23, 2020, Governor Inslee issued Proclamation 20-25 entitled Stay Home-Stay
10 Healthy. The proclamation required non-essential businesses to cease operations no later
11 than midnight on March 25, 2020. Workers in the food supply chain, including Allan Bros.
12 employees, were allowed to continue to work but non-essential activities at Allan Bros.
13 and around the state were curtailed. On or about March 31, 2020 Allan Bros. issued a new
14 policy to screen workers for COVID symptoms prior to reporting to work. Under the
15 policy, all employees reporting to work were screened prior to entering the facility
16 entrance.

17 In May 2020, the State of Washington implemented Agricultural COVID-19
18 Requirements which applied to packing houses as well as farms. The requirements in
19 relevant part are as follows:

20 At the beginning of each day, employers must conduct a temperature check
21 and review the symptom checklist with employees concerning themselves
22 and their households.

23 Employers. . . must ensure physical distancing of six feet or more during
24 all interactions within the scope of employment. When strict physical
distancing is not feasible for a specific task, other prevention measures, such
as more protective PPE, barriers, and negative pressure ventilation, are
required.

 The immediate shutdown, deep cleaning, and disinfecting of all areas where
a symptomatic employee was present.

1 Immediate notice to employees who worked in close proximity of someone
2 who has tested positive for COVID-19 of possible exposure.

3 And for indoor work sites, employers are required to implement “[s]ufficient
4 administrative controls to reduce interactions in all circumstances where proximity is
5 unnecessary.”

6 Allan Bros. implemented a COVID-19 Response Plan designed in part to reduce
7 interactions where possible. Efforts to reduce interaction included staggering breaks and
8 lunches, requiring employees to remain on their designated shifts. They also implemented
9 a restricted visitor policy. The restricted visitor policy states that approved visitors included
10 “employees reporting to work” and visitors that are essential to business operations must
11 be listed on an “Approved Vendor” roster. Allan Bros. consulted with the Yakima County
12 Health Department in developing its COVID-19 Plan.

13 Under the plan, employees reporting to work must pass through a checkpoint and
14 be screened for COVID-19 symptoms and have their temperature taken. Employees
15 reporting to work are also required to wear a vest and picture identification badge.

16 On or about (b) (6), (b) (7)(C) 2020, (b) (6), (b) (7)(C) saw a group of people gathered on
17 Allan Bros. property who had not passed through the COVID-19 screening protocol and
18 were not wearing a vest or picture identification badge. None were identified as an
19 employee. (b) (6), (b) (7)(C) asked them to move off the property.

20 In addition, there had been a recent vehicular accident due to union organizers
21 stopping or blocking traffic near the entrance or exit of the facility. (b) (6), (b) (7)(C) told
22 the people that (b) (6) was asking them to move due to the risk of additional traffic accidents.
23 RCW 46.61.570 states that “No person shall stand or park a vehicle ...in front of a public
24 or private driveway or within five feet of the end of the curb radius leading thereto.” For
the safety of everyone involved and for business necessity, the people were asked to move.

7. Denied. Allan Bros. requires all employees to wear vests and identification
badges. Non-employees and non-essential personnel are not allowed on Allan Bros.
property due to COVID-19 rules and regulations. (b) (6), (b) (7)(C) was not aware that any of the

1 individuals were employees on October 6, 2020 because they were not wearing the
2 appropriate identification. See also response set forth in detail in paragraph 6.

3 8. Denied in part. See response set forth in paragraph 6. In addition, (b) (6), (b) (7)(C) did
4 not threaten to call the Sheriff for distributing literature, rather the individuals were not
5 complying with (b) (6), (b) (7)(C) request to leave the area and (b) (6), (b) (7)(C) was aggressive in (b) (6), (b) (7)(C)
6 response. It is denied that (b) (6), (b) (7)(C) was acting as an agent for Allan Bros. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C)
7 (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) needed further clarification from management regarding
8 leafletting and that they should come back the following day.

9 9. Denied in part. In the pre-dawn hours, the security guard manning the COVID
10 screening area, (b) (6), (b) (7)(C), observed a black Chevy Silverado parked in a non-
11 designated parking area. (b) (6), (b) (7)(C) approached the driver and told (b) (6), (b) (7)(C) that due to
12 the accident a few weeks ago, the area was a no parking zone. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C)
13 what (b) (6), (b) (7)(C) business was, and the (b) (6), (b) (7)(C) replied that (b) (6), (b) (7)(C) was "calling (b) (6), (b) (7)(C) friends."
14 (b) (6), (b) (7)(C) asked if the (b) (6), (b) (7)(C) had been present the morning before when (b) (6), (b) (7)(C) asked
15 a group of people to move across the street for safety reasons.

16 The gentlemen replied that (b) (6), (b) (7)(C) had been there the day before and would be there "the
17 day after that and the day after and the day after." (b) (6), (b) (7)(C) again told (b) (6), (b) (7)(C) that
18 due to the prior accident, (b) (6), (b) (7)(C) would need to move (b) (6), (b) (7)(C) car to the other side of the road. The
19 (b) (6), (b) (7)(C) became verbally unresponsive and continued to text on (b) (6), (b) (7)(C) phone. (b) (6), (b) (7)(C)
20 (b) (6), (b) (7)(C) told the (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) would contact law enforcement if (b) (6), (b) (7)(C) was not
21 compliant in ten minutes.

22 After ten minutes, the vehicle had not moved and (b) (6), (b) (7)(C) contacted law
23 enforcement. At this point another vehicle arrived and parked across the street with their
24 hazard lights on. The unidentified (b) (6), (b) (7)(C) pulled (b) (6), (b) (7)(C) vehicle parallel to the newly arrived
car. The (b) (6), (b) (7)(C) then made a U-turn and entered the company property at the
checkpoint.

(b) (6), (b) (7)(C), unaware of the driver's identity or intentions, took a picture of
the car's license plate with (b) (6), (b) (7)(C) phone. Allan Bros. had not instructed (b) (6), (b) (7)(C) to

1 take photographs of union representatives or call law enforcement. At that point, the
2 (b) (6), (b) (7)(C) stated, "I work here" and identified himself as (b) (6), (b) (7)(C) with a company
3 picture identification badge and vest. (b) (6), (b) (7)(C) asked why (b) (6), (b) (7)(C) did not identify
4 (b) (6), (b) (7)(C) as an employee earlier, and (b) (6), (b) (7)(C) responded, "you didn't ask." (b) (6), (b) (7)(C)
5 (b) (6), (b) (7)(C) apologized for any misunderstanding and stated that (b) (6), (b) (7)(C) was just doing (b) (6), (b) (7)(C)
6 job.

7 (b) (6), (b) (7)(C) completed the COVID screening process with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)
8 (b) (6), (b) (7)(C) entered the facility. It was not apparent that (b) (6), (b) (7)(C) was engaged in union
9 activity. It was not apparent that (b) (6), (b) (7)(C) was an employee as (b) (6), (b) (7)(C) was not wearing (b) (6), (b) (7)(C)
10 badge or vest. (b) (6), (b) (7)(C) deleted the photographs from (b) (6), (b) (7)(C) phone.

11 10. Denied.

12 a. The National Labor Relations Board repeatedly has found that employers that
13 unilaterally grant a wage increase prior to an impasse in collective bargaining, or absent
14 extenuating circumstances, engage in an unfair labor practice. When Allan Bros. gave
15 employees a pay increase due to their status as essential workers, the Union filed an unfair
16 labor practice charge. As a practical matter, the Employer does not have any authority to
17 change wage structures during Union negotiations. (b) (6), (b) (7)(C) presentation was
18 designed to educate employees regarding these limitations. (b) (6), (b) (7)(C) presentation
19 further stated that the union and the company must "meet, talk, and listen," but that there
20 is "no obligation to agree to anything." This is a true statement of how a negotiation works
21 and not a message of futility.

22 b. Denied. Allan Bros. has a neutral non-solicitation policy. The non-solicitation
23 policy would preclude a conversation where a coworker tried to persuade an employee to
24 vote a particular way in an election. In practice, Allan Bros. did not prohibit employees
from talking to each other or discipline anyone for violating the non-solicitation rule.

11. Denied. (b) (6), (b) (7)(C) had no fewer than nine safety violations in a seven-
month period. Five of these included (b) (6), (b) (7)(C) being on (b) (6), (b) (7)(C) cell phone on the
production floor, which is a violation of food safety regulations and Allan Bros. policy. (b) (6), (b) (7)(C)

1 was observed to be on (b) (6), (b) (7)(C) cell phone for the fifth time on (b) (6), (b) (7)(C) 2020. The plant
2 was closed in observance of the (b) (6), (b) (7)(C) holiday. (b) (6), (b) (7)(C) was subsequently fired for safety
3 violations.

4 Prior to (b) (6), (b) (7)(C) termination, (b) (6), (b) (7)(C) co-workers had complained about (b) (6), (b) (7)(C)
5 being on (b) (6), (b) (7)(C) phone or sleeping on the job. After (b) (6), (b) (7)(C) termination, one of the co-workers
6 came forward with a video of (b) (6), (b) (7)(C) sleeping on the job. (b) (6), (b) (7)(C) co-workers
7 also had complained about inappropriate interactions with (b) (6), (b) (7)(C) which included
8 verbal and physical intimidation. Allan Bros. postponed the investigations into these
9 incidents pending resolution of the unfair labor practice charges stemming from these
10 actions. Both sleeping on the job and bullying co-workers would have been sufficient to
11 support (b) (6), (b) (7)(C) termination.

12 12. Denied.

13 13. Denied. Both the suspension and termination of (b) (6), (b) (7)(C) occurred after
14 the election had concluded. It had no impact on the election results.

15 14. Denied.

16 Respectfully submitted on this 11th day of May, 2021.

17
18 STOKES LAWRENCE
19 VELIKANJE MOORE & SHORE

20 By: Sarah Wixson
21 Sarah L. Wixson (WSBA # 28423)
22 Attorney for Respondent Allan Bros., Inc.
23
24

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Allan Bros., Inc.

Cases 19-CA-260601
19-CA-267449
19-CA-268891
19-CA-271365
19-CA-271366

Subject to the approval of the Regional Director for the National Labor Relations Board, the Allan Bros., Inc. ("Respondent") and Trabajadores Unidos por la Justicia ("Charging Party") **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Respondent in English and Spanish. A responsible official of the Respondent will then sign and date those Notices and immediately post them in all locations where notices to employees are traditionally posted at Respondent's facility in Naches, Washington. If the Respondent's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Respondent's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Respondent prior to closing its business due to the Coronavirus pandemic. The Respondent will keep all Notices posted for 60 consecutive days after the initial posting.

DISTRIBUTION OF NOTICE — In addition to the Posting of Notice set forth above, the Respondent will, at its own expense, copy and distribute the attached Notice along with its weekly human resources bulletins circulated to all employees.

COMPLIANCE WITH NOTICE — The Respondent will comply with all the terms and provisions of said Notice.

BACKPAY — Within 14 days from approval of this agreement, the Respondent will make whole each employee named below by payment to each of them of the amount opposite each name. The Respondent will make appropriate withholdings for each named employee. The Respondent, for each employee named below, will provide the Regional Director with a Backpay report allocating the payments to the appropriate calendar year and a copy of the IRS form W-2 for backpay and front pay wages earned in the current calendar year no sooner than December 31st of the current year and no later than January 30th of the following year.

(b) (6), (b) (7)(C)— \$10,000 in back pay + \$5,000 in front pay

If the Centralized Compliance Unit, on behalf of the Regional Director, is unable to locate any individual entitled to make-whole relief within one year of receipt of payment, the Regional Director will have sole discretion to redistribute the amounts owed to those individuals, provided no individual receives more than 100% of the backpay or other remedial monies they are owed. The Respondent agrees to prepare, process, and,

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if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned cases, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the Acting General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether Acting General Counsel knew of those matters or could have easily found them out. The Acting General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Respondent withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Respondent and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the Acting General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO RESPONDENT — Counsel for the Respondent authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Respondent. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
 Initials

No _____
 Initials

PERFORMANCE — Performance by the Respondent with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the Acting General Counsel has sustained the Regional Director.

The Respondent agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Respondent, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Respondent, the Regional Director will reissue the Amended Consolidated Complaint previously issued in this matter on April 27, 2021. Thereafter, the Acting General Counsel may file a motion for default judgment with the Board on the allegations of the Amended Consolidated Complaint. The Respondent understands and agrees that the allegations of the aforementioned Amended Consolidated Complaint will be deemed admitted and its Answer to such consolidated complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Respondent defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the consolidated complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Respondent on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the Acting General Counsel.

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STIPULATION TO SET ASIDE ELECTION – Simultaneously with, and as a condition of this Agreement, the Respondent and the Charging Party will execute the attached Stipulation to Set Aside Election in Case 19-RC-265331 and proceed to a rerun election of the election held by mail from November 24 through December 23, 2020, and set aside based upon alleged objectionable conduct of the Charged Party that interfered with the employees' exercise of a free and reasoned choice. All eligible voters have the right to cast their ballots as they see fit free from interference by any of the parties.

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NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Respondent has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the Acting General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned cases provided that the Respondent complies with the terms and conditions of this Settlement Agreement and Notice.

STIPULATION TO SET ASIDE ELECTION – Simultaneously with, and as a condition of this Agreement, the Respondent and the Charging Party will execute the attached Stipulation to Set Aside Election in Case 19-RC-265331 and proceed to a rerun election of the election held by mail from November 24 through December 23, 2020, and set aside based upon alleged objectionable conduct of the Charged Party that interfered with the employees' exercise of a free and reasoned choice. All eligible voters have the right to cast their ballots as they see fit free from interference by any of the parties.

Charged Party Allan Bros., Inc.		Charging Party Trabajadores Unidos por la Justicia	
By: Name and Title	Date	By: Name and Title	Date
Sarah Wixson, Counsel	6/7/21	(b) (6), (b) (7)(C)	
Print Name and Title below			6-7-21
Recommended By:	Date	Approved By:	Date
/s/ Rachel Cherem	06/08/21	<i>Ronald K. Hooks</i>	6/8/2021
RACHEL CHEREM		RONALD K. HOOKS	
Field Attorney		Regional Director, Region 19	

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT tell you not to pay attention to striking workers and that if you continue to pay attention to them, you will be fired.

WE WILL NOT deny you access to outside nonwork areas, including parking lots and the entrance to the facility, when you are off duty and are distributing union organizational materials on behalf of Trabajadores Unidos por la Justicia ("Union"), or any other labor organization.

WE WILL NOT deny you access to outside nonwork areas, including parking lots, when you are off duty and are dropping off and picking up your fellow employees for their shifts.

While on our property, all employees are required to wear either the reflective vest provided as part of your uniform or another commercial reflective vest, as well as your employee identification badge.

WE AGREE, along with the Union, that all distribution of Union organizational materials on our property will comply with state and local traffic regulations.

WE AGREE, along with the Union, that all distribution of Union organizational materials on our property will comply with state and/or local COVID-19 restrictions, whichever provides more protection to employees.

WE WILL NOT take photographs of your car because of your union activities.

WE WILL NOT threaten to call the sheriff or law enforcement to remove you from the facility because you engage in union activity.

WE WILL NOT call the sheriff or law enforcement because you engage in union activity.

WE WILL NOT tell you that your wages are frozen during negotiations if the union wins the election.

You have the right to talk about a union, and **WE WILL NOT** stop you from talking about Trabajadores Unidos por la Justicia, or any other union.

WE WILL NOT stop you from talking about unions during working time when we allow you to talk about other nonwork topics during working time.

WE WILL NOT send you home or suspend you because of your union membership or support.

WE WILL NOT fire you because of your union membership or support.

(b) (6), (b) (7)(C) has waived (b) (6), (b) (7)(C) right to reinstatement and any future employment at Allan Bros., Inc., as part of this settlement agreement.

WE WILL pay (b) (6), (b) (7)(C) for the wages and other benefits (b) (6), (b) (7)(C) lost because we suspended and fired (b) (6), (b) (7)(C).

WE WILL remove from our files all references to the suspension and discharge of (b) (6), (b) (7)(C) and **WE WILL** notify (b) (6), (b) (7)(C) in writing that this has been done and that the suspension and discharge will not be used against (b) (6), (b) (7)(C) in any way.

WE HAVE, as part of the Settlement of this matter, agreed to rerun election in Case 19-RC-265331, because the election held by mail from November 24 through December 23, 2020, was set aside by mutual agreement of the parties based upon alleged objectionable conduct of the Employer that interfered with the employees' exercise of a free and reasoned choice. All eligible voters have the right to cast their ballots as they see fit free from interference by any of the parties.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

Allan Bros., Inc.

(Employer)

Dated:

6/7/21

By:

Sarah Wasi

(Representative)

cancel

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

915 2nd Ave Ste 2948
Seattle, WA 98174-1006

Telephone: (206)220-6300

Hours of Operation: 8:15 a.m. to 4:45 p.m.